

Exhibit G

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION - BOSTON)
Civil No: 1:22-cv-10792-RGS

KIRA WAHLSTROM,)
Plaintiff,)
)
-against-)
)
)
DAVID J. HOEY, LAW OFFICES OF)
DAVID J. HOEY, P.C., DON C.)
KEENAN, D.C. KEENAN & ASSOCIATES,)
P.C., d/b/a THE KEENAN LAW FIRM,)
P.C., and KEENAN'S KIDS)
FOUNDATION, INC.,)

ZOOM DEPOSITION OF CHARLES KAZARIAN, a
witness called on behalf of the Plaintiff,
taken pursuant to the provisions of the
Massachusetts Rules of Civil Procedure, before
Julie B. Starr, a Registered Professional
Reporter and Notary Public in and for the
Commonwealth of Massachusetts on July 12, 2023,
commencing at 9:05 a.m.

COPLEY COURT REPORTING, INC.
The Mercantile Building
71 Commercial St., Suite 700
Boston, Massachusetts 02109
Tel: 617-423-5841

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APPEARANCES:

FOR THE PLAINTIFF:

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FOR THE DEFENDANT: (Hoey)

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FOR THE DEFENDANT: (Don Keenan)

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FOR THE DEFENDANT: (Keenan's Kids)

TROUTMAN PEPPER HAMILTON SANDERS
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Also Present: David Hoey, Esq.

I N D E X

Witness	Direct	Cross	Redirect	Recross
CHARLES KAZARIAN				
(By Ms. Zerner)	4		146	
(By Mr. O'Connor)		145		

E X H I B I T S

No.	Page	Description
1	5	Disclosure/Report/CV
2	45	Contract
3	75	Fee Agreement

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P R O C E E D I N G S

Mr. Charles Kazarian, of lawful age, being first properly and satisfactorily identified by the production of driver's license, and duly sworn by a Notary Public to tell the truth, the whole truth, and nothing but the truth, deposes and says as follows in answer to direct interrogatories by Attorney Zerner:

09:05:35AM

Q. Good morning, Mr. Kazarian. How are you?

A. Good morning. Are you Ms. Zerner?

Q. I am.

A. Okay. Good morning.

09:05:41AM

Q. So if we could -- let me ask, do you have your report for this matter or the full expert disclosure that was served in this matter?

A. I have it. I have it with me.

09:05:51AM

Q. Maybe, and I don't know if we'll need to put it up on the screen as long as everyone has it. That's mainly what we'll be going through today.

1 given the issues of who filed what appeal and
2 what did Keenan say about it and what
3 involvement did Keenan have, that's all between
4 Keenan and Ms. Wahlstrom and the fact-finder in
5 this case.

12:36:20PM

6 Q. And I was just looking, because I
7 thought I got the word defer from your report.

8 A. Poor choice of words for which I
9 apologize.

10 Q. Okay. But I guess again, trying to
11 figure out if there's any scenario where Hoey
12 would have a duty to Kira to intervene with
13 respect to the contract terms between Keenan
14 and Kira?

12:36:34PM

15 A. I can't think of any.

12:36:58PM

16 Q. And I guess -- oh, one more question.
17 Mr. Kazarian, did you recently refer a case to
18 me?

19 A. I did.

20 Q. Okay. I don't think -- I don't have
21 any further questions right now. I think
22 there's maybe some questions from other
23 counsel. Thank you for your time.

12:37:30PM

24 MR. O'CONNOR: Can I just go with a

1 couple of quick ones?

2 THE WITNESS: For two or
3 three hours, Jack?

4 (Laughter.)

5 MR. O'CONNOR: Based on the last
6 five minutes I was able to whittle mine down a
7 bit. So just give me one or two, Chuck.

12:37:54PM

8 CROSS EXAMINATION

9 BY MR. O'CONNOR:

10 Q. In your experience are 40 percent
11 contingency fees common in Massachusetts?

12:38:03PM

12 A. On garden variety cases, no. On much
13 larger, more involved cases, they are somewhat
14 common.

15 Q. You've seen them before a number of
16 times, haven't you?

12:38:21PM

17 A. Absolutely.

18 Q. And is it also accurate to say that
19 contingent fee agreements that contain -- I'll
20 call them escalator provisions -- that provide
21 for a higher contingency depending on, for
22 example, the existence of an appeal; those are
23 common as well?

12:38:33PM

24 A. Quite so.